

DPSC SMALL PURCHASE MASTER SOLICITATION

IMPORTANT DO NOT DESTROY

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THE DEFENSE PERSONNEL SUPPORT CENTER (DPSC) SMALL PURCHASE MASTER SOLICITATION (SPMS) IS ISSUED ON A ONE-TIME BASIS; THEREFORE, IT IS MOST IMPORTANT THAT IT BE RETAINED FOR FUTURE USE, CONVENIENTLY AVAILABLE FOR READY REFERENCE.

This master solicitation contains the full text of Defense Logistics Acquisition Regulation (DLAR) and DPSC provisions and clauses frequently used in Small Purchases of \$25,000 or less. For Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses that apply, see the individual order. The individual order may also contain full text DLAR and DPSC provisions not included in the SPMS. Each clause contained in the SPMS has an applicability statement. The majority of the clauses are self-activating, i.e., applicable when the terms and conditions of the order meet the criteria established in the applicability statement. The remainder of the SPMS clauses will apply only when incorporated by reference in the individual small purchase.

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SECTION C
DESCRIPTION/SPECIFICATIONS

52.210-9P03 DATED ITEMS (JAN 1992) DPSC

(Applicable to non-standard orders for dated manufactured items sold commercially)

All dated items to be furnished hereunder shall have a minimum of 75% of their expiration dating period remaining at time of shipment.

SECTION D
PACKAGING AND MARKING

52.210-9P07 CHARGES FOR REMARKING, REPACKING, REPACKAGING, RECRATING, AND REPALLETIZING (JAN 1992) DPSC
(Applicable to shipments to commercial or government warehouses)

If supplies are received with deficiencies in marking, packing, packaging, crating or palletizing, the Government shall have the option, notwithstanding any of the provisions of the Inspection Clause of this contract, to accept such supplies and to correct such deficiencies without advance notice to the contractor. In such case, the contractor agrees to pay charges invoiced or billed by the commercial warehouse receiving the supplies on behalf of the Government, or if received at a government warehouse, the charges computed as follows:

(a) Direct Charges:

(1) Marking: Thirty cents for each inner or outer container (including pallets) to be marked or remarked.

(2) Packing, Packaging, Crating and Palletizing: Material costs shall be in accordance with published catalog or book prices at which items are being carried and at actual purchase price of items not so listed. Labor costs shall be computed on the basis of the prevailing hourly wage at the installation where the labor is performed.

(b) Administrative and Overhead Charges: Sixteen cents for each inner or outer container (including pallets) marked or remarked under (a)(1) for marking, or 53% of the sum of the direct charges computed under (a)(1) and (a)(2) for marking, packing, packaging, crating and palletizing as applicable.

52.210-9P08 PACKAGING, PACKING AND MARKING (JAN 1992) DPSC

(Applicable when cited in the individual order)

(a) Packaging and Packing.

(1) The subject commodity shall be packaged and packed in substantial commercial containers of the type,

SECTION D (continued)

size, and kind commonly used for the purpose, so constructed as to insure acceptance and safe delivery by common or other carriers, to point of delivery called for in the contract or purchase order.

(2) For overseas shipment, supplies shall be packaged and packed in accordance with producer's standard export practice which will insure freedom from pilferage and safe arrival of shipment to the overseas destination.

(b) Markings will be accomplished in accordance with MIL-STD-129.

52.210-9P09 MARKING OF SHIPMENTS (JAN 1992) DPSC
(Applicable when cited in the individual order).

The contractor shall mark all shipments under this contract/order in accordance with the edition of MIL-STD-129, "Marking for Shipment and Storage", in effect as of date of the solicitation. The labels or tags required by MIL-STD-129, e.g., Agency for International Development (AID) labels/tags and expedited handling labels/tags (999), are available upon request to either the contracting officer or administrative contracting officer. Further marking instructions are as indicated in the procurement document.

52.210-9P10 LOGMARS BAR CODE MARKINGS (JAN 1992) DPSC
(Applicable when specifications require LOGMARS bar code markings)

In the event all otherwise acceptable quotes received from responsible quoters take exception to LOGMARS bar code markings, the Government reserves the right to award an order to the low quoter.

52.232-9P01 MARKING DANGEROUS OR HAZARDOUS MATERIALS (JAN 1992) DPSC
(Applicable to dangerous/hazardous materials shipped overseas)

(a) In the shipment of dangerous or hazardous materials, the contractor shall mark outer containers and furnish information as requested by the government transportation office responsible for cargo movement.

(b) The contractor shall identify hazardous materials as established in:

(1) Department of Transportation (DOT); Hazardous Materials Regulations, Tariff No. 80E-6000, Parts 171-177.

(2) American National Standard for the Precautionary Labeling of Hazardous Industrial Chemicals, 2129.1-1976.

SECTION D (CONTINUED)

52.232-9P01 (continued)

(c) The contractor shall place all required markings, on outer shipping containers of hazardous materials in accordance with CFR 49, Subpart D, of Part 172 and MIL-STD-129 (Also see Part 178, 49 CFR for DOT shipping containers and packaging specifications).

(d) The contractor will insure that the following data is shown on shipping papers:

(1) Description of the dangerous article by the true shipping name as shown in the commodity list in 49 CFR 172.101. For export by water only, if shipping is named in an "W.O.S." (not otherwise specified) entry, further identification by clear text chemical name is required to be shown in parenthesis.

(2) Classification of the item as prescribed in 49 CFR 172.101.

(3) Total quantity by weight, volume, or as otherwise appropriate. For transportation by water, see 49 CFR 172.203(i).

(4) The following certificate which must be signed by the shipper: "This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the DOT."

(5) For water shipments only, show name of shipper.

(6) DOT hazard identification numbers (UN or NA) on appropriate shipping documents and Government Bill of Lading. The UN or NA numbers can be found in Sections 172.101, Column 3A or Section 172.102, Column 4 of 49 CFR Parts 100-177. For tank shipments having a capacity of more than 110 gallons, on panels or placards as specified in Section 172.332 of 49 CFR Parts 100-177.

(e) Air Shipments:

(1) For commercial air shipments, the contractor shall complete the "International Air Transport Association Shipper's Declaration For Dangerous Goods" form and present it with the shipment to the carrier.

(2) For military air shipments, the contractor shall complete the "Special Handling Data/Certification - DD Form 1387-2" and affix it to outer shipping containers in accordance with MIL-STD-129.

52.247-9P01 DATA CONTENT, FORMAT AND MARKING REQUIREMENTS FOR OVERSEAS SHIPMENT ADDRESS (JAN 1992) DPSC
(Applicable to overseas shipments)

(a) The data content for address marking is contained in the schedule of the contract/purchase order. Any information not shown therein which is required for address marking is either contractor generated or, if

SECTION D (CONTINUED)

unknown, the contractor will obtain the necessary marking from the administering transportation officer.

(b) The specified format, marking requirements and procedures for application of address marking are contained in the Military Standard, Marking for Shipment and Storage (MIL-STD-129).

(c) The Military Shipment Label (DD Form 1387) will be used for all shipments. See Paragraph 5.2.1. of MIL-STD-129 for additional information.

(d) The principal means of shipment identification is the Transportation Control Number (TCN). The TCN is a 17 digit alpha-numeric code assigned for each line item.

(1) The first 14 digits will be the document number (Doc No) identified on the order for each line item.

(2) The 15th digit will always be "X".

(3) The 16th digit will be used to identify the partial and/or complete shipment of the line item.

(4) The 17th digit will always be "X".

(e) If one load constitutes the complete shipment of the item, the 16th digit will be "X". (For example, if the item is shipped complete in one load, the TCN will be WK4FV1 9090 7800 XXX). If there is more than one-load, but not in excess of 25 carloads or truckloads for the line item, the 16th digit will reflect each partial shipment, utilizing letter "A" for the first load, "B" for the second load, "C" for the third load, etc., except that the letter "X" will not be used (its use is limited to identifying a one-load complete shipment); and the letter "Z" will always be used to identify the last partial of the shipment.

For Example: WK4FV1 9090 7805 XAX (First Load)
WK4FV1 9090 7805 XBX (Second Load)
WK4FV1 9090 7805 XZX (Last Load)

If more than 25 partial shipments are required, contact the administering transportation officer for further instructions.

SECTION E
INSPECTION AND ACCEPTANCE

52.246-9P01 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (JAN 1992) DPSC
(Applicable to all orders)

The contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration

SECTION E (CONTINUED)

52.246-9P01 (continued)

shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 USC 45 et seq) and the Federal Food, Drug and Cosmetic Act (21 USC 301 et seq), as well as other federal or state laws and regulations promulgated pursuant thereto.

52.246-9P02 SUPPLIER RESPONSIBILITY FOR TESTING OF MATERIALS AND COMPONENTS (JAN 1992) DPSC
(Applicable when indicated in the individual order)

If the value of the entire quantity of a material/component used in the assembly/production of all end items under this contract does not exceed \$3,000, the contractor need only furnish a Certificate of Compliance for that material/component. This authority supersedes any other contract requirement to the contrary. The Government, however, reserves the right to select sample units to verify that such materials/components are in strict compliance with the specification requirements. The Certificate of Compliance shall contain the following information:

- (a) Item identification of the material/component.
- (b) Reference to the specification for the material/component.
- (c) Lot, batch, control or serial number of the material/component.
- (d) Quantity and dollar value of the material/component.
- (e) Name of supplier of the material/component.
- (f) Date of purchase.
- (g) National Stock Number (NSN), item identification and lot number of the end item.
- (h) The approximate number of end items to be manufactured from the material/component.

I certify that the above material(s) or component(s) presented for acceptance under the terms of contract no. DLA _____ comply with the applicable specification(s) and/or contract requirements and that the information furnished above is accurate.

SIGNED _____

TITLE _____

COMPANY _____

DATE _____

SECTION E (CONTINUED)

52.246-9P07 INSPECTION SYSTEM REQUIREMENT-FOREIGN MANUFACTURED ITEMS (JAN 1992) DPSC

(Applicable when indicated in the individual order)

Notwithstanding any other provision contained herein, the contractor agrees that, for any foreign manufactured items to be delivered under this contract, (a) it shall perform, or have performed at independent domestic facilities, all examinations and tests cited in the applicable specification, and (b) foreign certificates or protocols shall not be acceptable as evidence of compliance with contractual requirements.

52.246-9P19 STORED PRODUCTS PEST INSECTS (JAN 1992) DPSC
(Applicable to subsistence orders)

Subsistence supplies shall be rejected when any stored products pest insects, either live, dead, or in an immature stage, are found on or in product, packaging, packing, or unitization.

SECTION F
DELIVERIES OR PERFORMANCE

52.210-9P11 MEDICAL MATERIEL REQUIRING REFRIGERATION (JAN 1992) DPSC

(Applicable to all purchase orders for medical items requiring special handling and/or refrigeration)

(a) The contractor shall assure that supplies which require refrigeration are properly packaged, packed, and marked with handling instructions so as to guarantee their arrival at destination in a usable condition.

(b) Supplies "damaged in transit" as referenced in the Fast Pay provision applicable to this purchase order, include supplies received in an unusable condition as a result of inadequate refrigeration and/or improper packaging, packing, or handling instructions.

52.212-9P03 CONTRACT DELIVERIES (JAN 1992) DPSC

(Applicable to all orders except those containing DPSC clause 52.212-9P04, Accelerated Deliveries)

Acceleration of delivery after award will be permitted only as authorized by the contracting officer in writing. Notwithstanding this restriction, the contracting officer is to be advised whenever acceleration is possible.

SECTION F (CONTINUED)

52.242-9P03 REPORT OF SHIPMENT (REPSHIP) OF PERISHABLE MEDICAL ITEMS (Medical materiel requiring either temperature control or limited as to the time permitted out of refrigeration) (JAN 1992) DPSC
(Applicable when indicated in the individual order)

Unless otherwise directed by the contracting officer, the contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of perishable medical items when given to a commercial carrier (common, contract or private) for shipment within the United States. The notice shall be transmitted by rapid means (telephone or teletype) to be received by the consignee transportation officer at least 24 hours prior to the arrival of the shipment. It shall contain all

information listed below and be prominently identified as being a "Report of Shipment of Perishable Medical Items" or, "REPSHIP FOR T.O. PERISHABLE MED ITEMS". (Refrigerated items which are restricted as to length of time during which they can be without temperature control shall not be entered into the postal system, even though they otherwise qualify for this service.) The following information will be included in the REPSHIP:

- (a) REPSHIP FOR T.O. PERISHABLE MED ITEMS (date of message).
- (b) Transportation Officer.
- (c) Consignee name and address.
- (d) Bill of Lading (BL) number.
- (e) Document identification, viz. requisition (RQN) no., and contract or purchase order number.
- (f) Item identification and protective requirements.
- (g) Route (all participating carriers).
- (h) Carrier identification number if other than BL number, such as air bill or air express receipt number.
- (i) Flight number (when appropriate).
- (j) Departure time (date/hour).
- (k) Estimated delivery time, indicated on the BL as DDD.
- (l) Deadline delivery time (date/hour, a.m. or p.m., that item must be returned to refrigerator/freezer or re-iced).
- (m) A request for the consignee to contact the local carrier to trace and expedite delivery if not received by the estimated delivery time (k) above.
- (n) Name and address of contractor.

SECTION F (CONTINUED)

52.242-9P05 F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (JAN 1992) DPSC
(Applicable when FAR clause 52.242-10 applies and the order is administered by a DCMAO)

Government Bills of Lading can be obtained by submitting DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the contract administration office.

52.242-9P07 SHIPMENTS BY PARCEL POST OR OTHER CLASSES OF MAIL (JAN 1992) DPSC
(Applicable to parcel post shipments overseas)

(a) The use of parcel post and other classes of mail shall be confined to deliveries of mailable matter which meets the size, weight, and distance limitations prescribed by the Post Office Department. Contractors shall not divide delivery quantities into mailable parcels for the express purpose of avoiding shipments by other modes of transportation.

(b) Parcel post shipments to overseas destinations shall be mailed by the contractor at its local Post Office and shall not be forwarded by any other means to the Army Post Office or the Fleet Post Office.

(c) Section 127.11, Post Office Department Postal Manual, states that "Parcels addressed to overseas military post office must be packed in boxes or containers of metal, wood, or good quality fiberboard" (at least 275 pounds test stock). The exterior shipping container, including its contents, should not exceed the parcel post limitations established for the APO or FPO. Articles which are not prepared in accordance with Post Office Department guides may be refused acceptance in the mail.

(d) The contractor agrees to pay the postage. When reimbursement for postage is to be made, the contractor agrees to show the postage charge as a separate item on the invoice for the supplies shipped. The invoice must be supported by a statement of mailing, prepaid by the contractor and signed by a postal employee for each individual shipment.

(e) When contractor uses its own labels for making shipments to Post Offices serving military consignees outside the United States (APO or FPO), the parcels shall be stamped or printed - "DLA Official Mail - Contents for Official Use - Exempt from Customs Requirements" in 1/4 inch block letters immediately above the label, to permit identification and to expedite handling within the postal system. Use of this marking does not eliminate the requirement for payment of postage by the contractor when so required by the contract or when contractor is to be reimbursed for the cost of postage.

SECTION F (CONTINUED)

52.242-9P07 (continued)

(f) Shipments may not be insured at government expense for the purpose of recovery in the case of loss or damage, except that minimum insurance required for the purpose of obtaining receipts at point of origin and upon delivery is authorized.

52.247-9P03 SHIPMENT CONTROL AND DOCUMENTATION (JAN 1992) DPSC

(Applicable when F.O.B. origin shipments or shipments to military air or water port terminals are required)

(a) Shipping Documents Covering F.O.B. Origin Shipments.

(1) Government Bills of Lading.

(i) Except as provided in paragraph (a)(2) below, when this contract specifies that supplies shall be delivered F.O.B. origin with transportation charges borne by the government, shipments will be made on a Government Bill of Lading (GBL). The contractor shall request issuance of GBLs by submitting DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions in triplicate to the transportation office of the cognizant administration office specified in the contract. Such request shall be made at least 10 days prior to the date the material will be available for shipment.

(ii) The administering contracting officer (ACO) may authorize the contractor to ship on a Commercial Bill of Lading (CBL) for conversion to a GBL only when delivery is extremely urgent and GBLs are not readily available.

(2) Use of Prepaid Commercial Bills of Lading (CBLs).

(i) When economical or otherwise justified, the ACO or its representative may authorize the contractor to make the following F.O.B. origin freight or express shipments (if they have no security classification) at government expense on prepaid CBLs to domestic destinations, including United States military air terminals and water terminals:

(A) shipments not exceeding 150 pounds by any form of commercial transportation;

(B) shipments not exceeding 250 pounds by railway express or bus express;

(C) shipments not exceeding 1,000 pounds by other common carriers; or

(D) shipments by common carriers, other than specified in (A) and (B) above, which can be consolidated with the contractor's own prepaid shipments for delivery to one or more destinations provided that all appropriate F.O.B. origin shipments under one or more government contracts, have been consolidated initially. The contractor may be authorized to consolidate less-load government shipments with its own shipments to take

SECTION F (CONTINUED)

advantage of lower carload or truckload freight costs, and the Government will assume its pro rata share of the combined shipment cost. Overall transportation costs will be evaluated prior to authorizing any movement to assure that savings will be realized by the Government consistent with other contract and traffic management considerations. When consolidation is authorized, a copy of the CBL will be mailed promptly to the consignee.

(ii) A contract modification is not required when shipment is made under a prepaid CBL as authorized in (2)(i) above. Unless otherwise provided in the contract, the supplies will move for the account and at the risk of the Government, and will become government property when loaded on the carrier's equipment and the contractor has obtained the carrier's receipt. The contractor agrees to pay the transportation charges and will be reimbursed by the Government. Loss or damage claims shall be processed by the Government.

(iii) Unless otherwise provided by the contract, when the contractor is authorized to ship on a prepaid CBL in lieu of a GBL, the contractor shall cite the prepaid transportation charges, or apportioned charges as agreed (see (2)(i)(D) above), as a separate item on the invoice for each individual shipment of supplies and shall include a notation that such prepaid freight, express or commercial air, as applicable, was authorized. The invoice shall be supported with a copy of the CBL marked or stamped "To be Prepaid" or "Paid" and signed by the carrier's agent in the space for carrier's acceptance of shipment. In the absence of the carrier's signature evidencing payment, the CBL shall be annotated by the contractor with its check number and the date paid.

(b) Shipments to Military Air or Water Port Terminals.

In order for the Government to exercise movement control and documentation with respect to shipments from contractors which are to move via the Defense Transportation System, the contractor shall not ship directly to a military air or water port terminal (including shipments to a consolidation point for subsequent forwarding to a port area for export) without first securing authorization for the shipment from the transportation office of the cognizant administration office specified in the contract. THIS PROHIBITION APPLIES WHETHER SHIPMENTS MOVE ON COMMERCIAL OR GOVERNMENT BILLS OF LADING. Unless otherwise directed by the administering transportation office, mail shipments to military air or water port terminals are not authorized.

(c) Shipment Marking and Freight Routing.

Any data necessary for shipment marking and freight routing will also be obtained from the designated point of contact at the administering transportation office.

SECTION F

52.247-9P06 SPECIAL HANDLING/STORAGE INSTRUCTIONS (JAN 1992) DPSC

(Applicable to Medical acquisitions when cited in the individual order)

To assure that all receiving activities can properly identify items requiring special handling and storage, the contractor shall annotate all copies of the Material Inspection and Receiving Report, DD Form 250, with the storage and handling instructions required on the exterior (shipping) containers. The statement(s) shall be in CAPITAL LETTERS and entered in Block 16 of the DD Form 250. The envelope containing the shipping documents accompanying the shipment shall be marked in CAPITAL LETTERS with the notation: "CONTAINS SPECIAL HANDLING AND STORAGE INSTRUCTIONS." Examples of the special handling and storage statements include the following:

"STORE BETWEEN 2 degrees - 8 degrees C (35 degrees - 46 degrees F)"
 "STORE AT CONTROLLED ROOM TEMPERATURE (59 degrees - 86 degrees F)"
 "DO NOT FREEZE"
 "KEEP FROZEN"
 "KEEP FROM HEAT"
 "FLAMMABLE"
 "STORE IN A COOL PLACE"
 "FRAGILE"

For unrefrigerated medical material shipments, the DD Form 250 will be annotated in Block 16 to state the maximum unrefrigerated shipping time, as designated in the procurement document. If refrigerated transport is used, the following shall appear "REFRIGERATED TRANSPORT UTILIZED". For drugs, chemicals, and sterile items, the contractor shall also annotate the DD Form 250 to show the quantity shipped, the expiration date or date of manufacture whichever is applicable, for each lot, batch or control number.

52.247-9P07 SHIPMENT OF CONTROLLED SUBSTANCES (JAN 1992) DPSC

(Applicable to drug items)

(a) To assure that all Controlled Substances can be properly identified by the receiving activities, and supplementing DFARS Appendix F, the Contractor shall annotate the following statement in CAPITAL LETTERS, in Block 16 of DD Form 250, Material Inspection and Receiving Report:

"CONTROLLED SUBSTANCE - REQUIRES _____ * _____ STORAGE."

SECTION F (CONTINUED)

*(Contractor will enter the words "VAULT" or "LIMITED ACCESS" in accordance with paragraph (b) below)

(b) In accordance with federal regulations, these drugs are identified by a distinctive Controlled Substance Schedule Symbol. This symbol appears only on the immediate container or carton. "VAULT" is to be used for items bearing Symbol C-II; "LIMITED ACCESS" is to be used for items bearing Symbol C-III, C-IV or C-V.

(c) Controlled substances listed in the Comprehensive Drug Abuse Prevention and Control Act of 1970, Schedules II, III, IV and V require shipment as follows, when the award is made on a F.O.B. destination basis:

(1) Shipments of small individual amounts will be made by registered parcel post subject to size and weight limitations as prescribed by the U.S. Postal Service.

(2) Less load type shipments that are not eligible for parcel post will be made by air or surface carriers under Signature Security Service. Larger quantities may be shipped in sealed rail cars or motor vehicles, provided the item is otherwise acceptable to these modes of transportation.

(d) Shipping documentation will not indicate the nomenclature of the items. Description of items on shipping documentation will indicate "MEDICAL SUPPLIES." As required by MIL-STD-129, the National Stock Number, MFR/PN, nomenclature (item identification) shall be omitted or obliterated from the exterior (shipping) containers, regardless of the mode of shipment. In lieu of these markings, the words "Medical Supplies" shall be shown. All other markings required for exterior container shall be shown. Use of the word "narcotics" in shipping containers or the documentation is prohibited. Packing lists will be placed inside the containers.

(e) A copy of the DD Form 250 or other authorized shipping document shall be placed in an envelope and forwarded with the shipment, as required. The envelope containing the shipping documents accompanying the shipment shall be marked in CAPITAL LETTERS with the following notation: "CONTAINS SPECIAL INSTRUCTIONS". Envelopes containing the DD Form 250 shall be attached to the shipment as follows:

(1) Carload or truckload shipments: Affix to the shipment where it will be readily visible and available upon receipt.

(2) Less than carload or truckload shipments: Affix to container number one or the container bearing the lowest number.

(3) Mail shipments: Attach to outside or include in the package. Include a copy in each additional package of multipackage shipments.

SECTION F (CONTINUED)

52.247-9P08 SHIPPING AND MARKING INSTRUCTIONS FOR FROZEN, REFRIGERATED, AND LIMITED UNREFRIGERATED MEDICAL MATERIAL SHIPMENTS (JAN 1992) DPSC

(Applicable to Federal Stock Class 6505 items)

(a) Shipping Instructions:

(1) Commercial refrigerated containers (chill or freeze) shall be used as applicable, to ship material requiring refrigeration.

(2) Scheduling of Shipments: Shipments should be scheduled to arrive at destination during normal business days and working hours. Advance notice of the shipment and estimated time of arrival should be forwarded expeditiously to the consignee.

(3) Perishable items which do not require constant refrigeration shall be transported by a mode of transportation which will assure receipt by the consignee within allowable shipping time for unrefrigerated shipments specified in the solicitation. When shipping time will exceed the maximum allowable time, such shipments shall be forwarded in refrigerated containers which will maintain the required temperature range of 2 degrees - 8 degrees C (35 degrees - 46 degrees F) while enroute to consignee. When refrigerated transportation is available from the consignor to the consignee, such transportation may be used in lieu of refrigerated containers.

(4) Perishable items requiring constant refrigeration shall be shipped by refrigerated transportation or in refrigerated containers which will maintain the required temperature while enroute to consignee. Perishable items required to be frozen shall be shipped by freezer transportation or in freeze containers which will maintain the required temperature when enroute to the consignee.

(b) Special Labeling:

(1) For Refrigerated (Chilled or Frozen) Shipment: Each exterior container shall be marked as indicated in MIL-STD-129 for chilled or frozen material, as applicable. When refrigerated or freezer transportation is utilized, in lieu of chilled or freeze exterior containers, the chilled or frozen shipment markings of MIL-STD-129 are not required.

(2) For Limited Unrefrigerated Shipment: Each limited unrefrigerated exterior container shall be marked as indicated in MIL-STD-129.

(3) Notices: The contractor shall place one copy of the applicable notice (indicated below) inside of the shipping container, under the inner flaps, before sealing. The forms may be obtained upon request to the contracting officer, Defense Personnel Support Center, as follows:

DPSC Form 2770, Notice for Frozen Shipments

SECTION F (CONTINUED)

DPSC Form 2770-1, Notice for Chilled Medical Material Shipments

DPSC Form 2270-2, Notice for Limited Unrefrigerated Medical Shipments

52.247-9P09 SHIPPING DOCUMENTS (JAN 1992) DPSC

(Applicable to all purchase orders except when inspection is at origin)

(a) The Contractor agrees to promptly advise the contracting officer when scheduled delivery dates will not be met.

(b) Attached to the individual purchase order (DD Form 1155) are two additional copies stamped "Shipping Document" for each destination. The contractor agrees to complete and distribute these documents as follows:

(1) For each destination insert the following shipping information on the DD Form 1155's stamped "Shipping Document": item number, destination, quantity shipped, date shipped and mode of shipment.

(2) Mail one copy of the DD Form 1155 and continuation sheet annotated in accordance with para. (1) to the contracting officer.

(3) Place the other copy of the annotated DD Form 1155 and continuation sheet inside the shipping container.

(c) If multiple shipments to a single destination are to be made, additional shipping document sets should be obtained from the contracting officer prior to shipment.

52.247-9P10 INSTRUCTIONS FOR DIRECT VENDOR SHIPMENT TO DEFENSE DEPOT MECHANICSBURG, DEFENSE DEPOT TRACY AND CENTRAL DISTRIBUTION CENTERS GERMERSHEIM AND LAKENHEATH (JAN 1992) DPSC

(Applicable to contractor shipments to Mechanicsburg, Tracy, Germersheim, and Lakenheath)

(a) Palletization/Slipsheets.

(1) Shipments shall be delivered on pallets or slipsheets; however, light bulky items and quantities of an item amounting to less than a pallet load are excluded (except slipsheets are required for Central Distribution Centers at Germersheim and Lakenheath, for light bulky items). Pallet loads will be made up of one item only; when single items do not equal a full pallet load they may be mixed. Failure to comply with unitization requirements may result in rejection of the shipment.

(2) Pallets shall be four-way entry 48X40 pallets, capable of being off-loaded and moved by a pallet jack or forklift. The overall dimensions of palletized loads of heavy compact semiperishable products shall not exceed 60 inches in height. If light and bulky items are palletized, the 60-inch height limitation may be exceeded when the unit load gross weight does not exceed 800 pounds

SECTION F (CONTINUED)

52.247-9P10 (continued)

excluding the pallet. A pallet exchange program is in effect at Mechanicsburg and Tracy, but because of storage and tracking costs, participants who do not remove their pallets within 60 days, shall forfeit them to the Government. If pallets are unavailable, a claim may be made for them.

(b) Clearance Prior to Delivery.

(1) Truck shipments shall be accepted only on Monday thru Friday, excluding federal holidays, at the appointed time. Clearance is required on each shipment regardless of weight. Appointments should be made as far in advance as possible to ensure desired delivery schedule. Appointments that are provided outside the scheduled delivery period in the order will be deemed government delay provided the contractor/carrier has called for an appointment at least 24 hours prior to the delivery period/date on the order. Costs associated with delays in receiving an extended appointment shall be born by the contractor. (Mechanicsburg: Area Code 717-790-2437 or 2684 /Tracy: Area Code 209-835-0800, Ext. 5465 or 5263.) The following information will be required at the time the appointment is requested: Name of Carrier and Vendor; Commodity, Pieces, Weight and Cube; Floor Loaded or Palletized Load; Bill of Lading or Pro Number; Contract Number; and approximate time required to unload.

(2) At time of rail shipment (before arrival) telephonically provide the following information on each shipment to the appropriate transportation officer: Car Number, Order Number, Number and Types of Containers, Gross Weight and Cube.

SECTION G

CONTRACT ADMINISTRATION DATA

52.242-9P16 ADMINISTRATION AND DESTINATION OF ORDERS (JAN 1992) DPSC

(Applicable when cited in the individual order)

(a) Correspondence.

All pertinent correspondence relative to this order, including contractor's requests for deviation from, or waiver of, specification requirements, shall be directed to the administering office set forth on Page 1, Block 7 of this order.

(b) Property Administration.

(1) Where Government Furnished Material (GFM) is being provided under the Clothing and Textile Bailment System (DPSC clause 52.245-9P03), the responsibility for property administration is assigned to the administering office designated on Page 1, Block 7 of this order. The responsibility for maintenance of the Government's official property records is retained by the Defense Personnel Support Center (DPSC), ATTN: DPSC-FODM.

(2) Where Government Loaned Property (GLP) is being provided (DPSC clause 52.245-9P02), the responsibility for property administration is retained by the Defense Personnel Support Center, ATTN: DPSC-_____.

(3) Where Government Furnished Property (GFP), other than that cited in paragraphs (1) and (2) above, is being provided, the responsibility for property administration is assigned to the administering office designated on Page 1, Block 7 of this order.

52.246-9P30 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DPSC
(Applicable to all orders)

Where contract modifications are issued solely for the benefit of the Contractor, e.g., extension of delivery schedule, acceptance of non-conforming supplies or change in place of performance, the sum of \$100.00 or 3% of the total contract price, whichever is less, shall be obtained from the Contractor (to cover the Government's administrative cost to process the modification) in addition to any other monetary consideration.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

52.212-9P20 FDA COMPLIANCE (JAN 1992) DPSC

(Applicable when indicated in the individual order)

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the market place. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

SECTION H (CONTINUED)

52.213-9P01 SERVICE DATA (JAN 1992) DPSC

(Applicable when cited in the individual order)

The contractor shall enclose, with each unit, two copies each of one or more service data booklets. The service data shall contain complete instructions for installation, operation, maintenance and a list of component parts. Wiring diagrams shall be included for electrical items or components. Each part of the unit, other than common fastener shall be identified in the service data and parts list by the manufacturer's part number.

SECTION I CONTRACT CLAUSES

52.246-9P39 COMMERCIAL WARRANTY (JAN 1992) DPSC

(Applicable to all orders)

Contractor agrees that the supplies or services furnished under his contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the GOVERNMENT by any other clause of this contract.

52.245-9P03 PROVISIONS RELATING TO MATERIAL TO BE FURNISHED BY THE GOVERNMENT (C&T BAILMENT SYSTEM) (JAN 1992) DPSC

(Applicable to orders involving Government Furnished Material under the Bailment System.)

Note: Whenever an asterisk (*) appears in the text that follows, the Government will either insert the information in the individual Request for Quotations (RFQ) or provide this information orally. In either event, the Government will incorporate the information in any resultant order.

(a) Material to be Made Available by the Government:

(1) The Government will make available to the contractor, for use in connection with and under the terms of this contract, the materials set forth below (hereinafter referred to as Government Material) and the contractor shall utilize such materials in the furnishing of supplies or services hereunder. The Government reserves the right to furnish such cloth put up either in rolls or folded, whenever such cloth is 46 inches or less wide. Cloth more than 46 inches wide will be furnished put up on rolls. The Government shall be the sole source of the supply of the materials listed herein and only such material obtained from the Government under this contract may be used in the performance of this contract. Price for cloth is based on gross yardage with no allowance for imperfections. Material furnished shall be charged to the contractor's account in multiples of one yard. Where

SECTION I (CONTINUED)

material furnished contains fractions of a yard, the yardage shall be rounded to the nearest whole yard. Fractions of less than one-half yard will be rounded to the next lower full yard; fractions of one-half yard or more will be rounded to the next higher full yard, e.g., 159 1/4 yards shall be rounded to 159 yards; 159 1/2 yards shall be rounded to 160 yards.

TYPE OF MATERIAL	UNIT PRICE	LOCATIONS
*	*	*

(2) THE OFFEROR SHALL DETERMINE THE QUANTITY OF GOVERNMENT MATERIAL IT WILL REQUIRE IN THE PERFORMANCE OF THE CONTRACT AND SHALL INCLUDE THE VALUE OF SUCH MATERIAL IN ITS OFFERED PRICE(S). TO CALCULATE THE VALUE OF THE GOVERNMENT MATERIAL, THE OFFEROR SHALL MULTIPLY THE QUANTITY OF GOVERNMENT MATERIAL IT WILL REQUIRE PER UNIT, BY THE UNIT PRICE OF THE MATERIAL SET FORTH IN PARAGRAPH (a)(1) OF THIS CLAUSE.

(3) The Government reserves the right to make available not more than 10% of the material in short pieces. The contractor shall cut and use the short pieces furnished and/or generated and not retain them for return to the Government at completion of the contract. Only the types of materials listed above will be made available to the contractor by the government. All other types of materials required in the performance of this contract shall be furnished by the contractor.

(4) The Government may furnish material in widths other than specified herein. Where such other widths are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly. It is expressly agreed that this method of adjustment shall be exclusive. It is further agreed that regardless of widths furnished, the government material shall not be deemed deficient or defective within the meaning of (k) below.

OR

(APPLICABLE FOR THE FOLLOWING ITEMS ONLY:

Tent Liners; Cover, Maintenance, Frame Supported; Fly, Tent; Screen, Latrine; Windbreak, Flexible Material; Shelter Half, Tent; Cover, Tent (Various Type Tents and Sizes); all Paulins, except: Paulin, Ctn. Duck, for Wind Measuring Set, Paulin, Ctn. Duck 20 ft. x 20 ft., Paulin, Laminated, Vinyl-Nylon, flexible; all Tents, except: Tent, Air-Supported, Launcher, Hawk System, Tent, Nike-Hercules, Air-Supported, Tent, Pyramidal, 3-4 Man Type, Tent, Radome, Air-Supported, Tent, Mountain, 2-Man.)

SECTION I (CONTINUED)

52.245-9P03 (continued)

(4) The Government may furnish material in widths other than specified herein. When the width furnished exceeds the specified width by plus or minus 2 inches, the contractor shall be entitled to an equitable adjustment in accordance with paragraph (k) herein if such substituted width causes increased performance costs; provided, however, that no equitable adjustment shall be allowed unless the 5-day and 30-day notices in paragraphs (k)(2) and (k)(3) shall first have been given as provided therein. Notwithstanding the foregoing, for administration of the Government material account, where widths other than those specified are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly.

(5) In the event the Government makes the material available at locations other than specified above, or requires the return of the material to a location other than specified above, freight adjustment(s) shall be made in the same manner as prescribed in FAR clause 52.247-54, Diversion of Shipment Under F.O.B. Destination Contracts. No adjustment of less than \$50.00 will be made pursuant to this paragraph.

(b) Property Account Number: The Property Account Number is the contract number.

(c) Contractor's Request for Government Material: It shall be the responsibility of the contractor to request its requirements of the government material, pursuant to the provisions of this clause, in sufficient time to comply with the delivery schedule of the contract. In the event that the contractor requests government material in excessive quantities, the contracting officer may, at its discretion, and prior to release of any such excessive government material, require the contractor to submit such evidence as the contracting officer may deem adequate to support the contractor's request for such material. When submission of such evidence is required, the contractor shall also provide a copy of the same to the assigned property administrator located at the cognizant Defense Contract Management Area Operations (DCMAO). Failure of the contractor to furnish such evidence when required, shall justify the contracting officer in refusing to grant the contractor's request for such government material. When the request for excessive government material is approved, the value of that material shall be withheld from subsequent payments due contractor under this or any other contract pending final adjustment at completion of contract performance (see paragraph (e) of this clause).

SECTION I (CONTINUED)

(d) Availability of Government Material: For each required delivery of material, the contractor shall submit a properly executed original DPSC Form 1786, Prime Contractor's Request for Government Material, to the Commander, Defense Personnel Support Center, 2800 South 20th Street, P.O. Box 8419, Philadelphia, PA 19101-8419, ATTN: Material Accountability Section, Directorate of Clothing & Textiles, DPSC-FODM. The contractor shall also provide an information copy of each request for material to the cognizant DCMAO property administrator. The contractor shall be solely responsible for making transportation arrangements for the pickup and delivery of this material, using its own truck, or a leased or rental carrier. These arrangements shall be specified by the contractor on the DPSC Form 1786. The government material will be available for pickup not later than 21 calendar days after receipt of the original DPSC Form 1786 by the Government. The contractor and the cognizant DCMAO property administrator will be furnished copies of DPSC FL 504, Government Furnished Material Information, which will indicate the availability date of the government material. On or after this date, such material may then be picked up at the location specified hereinabove. Prior to pickup, the contractor shall contact the storage location to coordinate the exact date for pickup and provide the name of the motor carrier to be used. If such pickup is not made within 10 calendar days after the availability date specified on DPSC FL 504, or the actual date the government material becomes available, whichever date is later, the Government reserves the right to return the government material to storage, unless a revised date for its pickup has been requested by the contractor. If the contractor later requires this government material which has been returned to storage, submission of a new DPSC Form 1786 will be required. The Government will not be liable for any additional expense, delays or loss incurred by the contractor as a result of the aforementioned action being accomplished. All material picked up at the location specified will be made available at the shipping platform. Loading into the vehicle will be the responsibility of the contractor or its representative. Delivery of the government material shall be deemed to be accomplished when the material has been picked up by the contractor, or its authorized representative.

(e) Payment: Upon delivery of end items, \$ _____ * _____ per unit will be deducted from the contract price and applied to cover the value of the government material. (THIS IS AN ADMINISTRATIVELY DETERMINED RATE TO BE OFFSET AGAINST THE VALUE OF THE GOVERNMENT MATERIAL FURNISHED THE CONTRACTOR, AND SHOULD NOT BE USED BY THE OFFEROR TO DETERMINE ITS MATERIAL REQUIREMENTS ON WHICH TO BASE ITS OFFER PRICE.) The balance of the contract price, less discounts computed on the basis of the amount

SECTION I (CONTINUED)

52.245-9P03 (continued)

remaining payable, shall be paid to the contractor. THE CONTRACTOR SHALL BILL AT THE CONTRACT UNIT PRICE, AND SHALL ALSO REFLECT DEDUCTION FOR THE ADMINISTRATIVELY DETERMINED RATE PER UNIT. Subsequent to final delivery, the Government shall issue a unilateral modification to the contract for the purpose of adjusting and finalizing the government material account. Adjustments to the account shall be made as follows: (1) if the total amount deducted from the contract price to cover the value of the government material exceeds the value of all such material furnished the contractor, the contractor shall receive payment of the excess amount; or, (2) if the total value of government material furnished the contractor exceeds the amount deducted from the contract price to cover the value of the government material, the contractor shall reimburse the Government for the value of such material for which sufficient deductions were not taken. Regardless of the amount of government material consumed, the unit cost to the Government of each item accepted including government material shall not exceed the contract unit price for the item. (See notice requirements contained in paragraphs (k)(2) and (k)(3) below.) Should the contractor take exception to any portion of the data contained in the modification, such exception, with supporting data, must be presented in writing to the contracting officer within 30 calendar days of the contractor's receipt of the modification in order to be considered.

(f) Value Of Government Material Furnished

Contractor: To determine the total value of government material furnished the contractor, the contractor will be charged for the total value of materials furnished at unit prices stated in (a) above less \$ _____ * _____ per rejected end item purchased by the contractor and will receive credit at the unit price specified in (a) above for government material unconsumed and returned by him in an undamaged condition to the Government.

(g) Contractor Inventory:

(1) Irreparable Rejects: The contractor agrees to purchase any or all irreparable rejects when notified in writing by the contracting officer, or its duly authorized representative, at \$ _____ * _____ per unit.

(2) Scraps and Ends: Disposal of scrap and ends will be the responsibility of the successful offeror. In computing the price offered, the offeror agrees it has taken into consideration the anticipated net proceeds, if any, of the sale of scrap and ends at the estimated market price at time of sale based on a projection of the current market price in the locality at which any contract awarded to it will be performed. The offeror further agrees that

SECTION I (CONTINUED)

the price quoted by it on the items covered by this solicitation, reflects consideration of anticipated receipts, if any, from the sale of scrap and ends.

(3) Return or Disposition of Other Government Material:

(i) All government material other than irreparable rejects, scrap and ends, will be returned to the Government at contractor's expense, or disposed of by the contractor as otherwise directed by the contracting officer within 30 days after completion of deliveries.

(ii) In the event original pieces furnished by the Government cannot be used, and are being returned, the shipment will consist of original put-ups, with their original piece tickets attached, packed as specified in the applicable fabric specification. If short pieces generated by the contractor during manufacture of the end item are being returned, these short pieces will be separately packed, identified and tagged with a piece ticket. Where a portion of material in a container is used, and short pieces generated, this material will be packed separately from full length pieces and the container clearly marked "Short Pieces" followed by the length range of the contents. Each length range will be packed and marked separately. The contractor shall provide to the QAR a listing of the contents of each return shipment including the following information for each roll:

- (A) Roll number
- (B) Condition Code ("A" for full length or "C" for short pieces)
- (C) Put-up (original package or contractor repackaged)
- (D) Yards

A copy of the listing will be packed with the return shipment. The shipment will consist of a copy of the above listing, a QAR release statement, original or contractor put-ups.

(iii) The contractor may request transfer of government material from one contract to another provided the contractor will:

- (A) Prepare a written request for transfer. The request must:
 1. Specify the PIIN (award number) of each contract involved in the transfer.
 2. Clearly identify the material involved. Cite NSN/Item Description, width, and any other characteristics such as short pieces and full pieces. Cite the quantity of each item of government material being transferred.

SECTION I (CONTINUED)

52.245-9P03 (continued)

(B) Submit the request for transfer to Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FDOM with copies to the contracting officer, QAR, and DCMAD property administrator.

(C) Maintain proper accountability records by PIIN.

(D) Return all remaining government material from completed contracts, other than that material being transferred, in accordance with the provisions of paragraphs (g)(3)(i) and (g)(3)(ii) above.

(h) Definitions:

(1) Full Length Pieces: Single continuous pieces, full width, of the length specified as the minimum in the fabric specification.

(2) Short Pieces: Single continuous pieces, full width, less than a full length piece, but not less than 10 yards in the case of frieze and pile fabrics, not less than 18 yards in the case of woolens and worsteds, and not less than 20 yards in the case of all other fabrics.

(3) Ends: Single pieces, full width, less than short length pieces, but not less than 1-1/2 yards in the case of woolens, frieze and pile fabrics, and not less than 5 yards in the case of all other fabrics.

(4) Scrap: Includes clippings, remnants, cutting parts and cut parts;

(i) Clippings: Residue from cutting operations not large enough to be recut into smaller component parts.

(ii) Remnants: All pieces of cloth up to but not including 1-1/2 yards in the case of woolens, frieze and pile fabrics, and up to but not including 5 yards in length in the case of all other fabrics.

(iii) Cut Parts: Cut component parts not assembled or partially assembled.

(iv) Cutting Parts: Pieces of cloth of irregular widths, lengths and shapes, less than full width from which a square of cloth of at least nine inches by nine inches can be cut.

(i) Purpose Of Government Material: The contractor warrants that any material obtained from the Government is required for use in connection with the supplies or services to be furnished under this contract.

(j) Responsibility for Government Material: The contractor assumes the risk of, and is responsible for, any loss or damage to government material from the time the material is delivered to the carrier at the originating location to the time it is redelivered by the contractor to the Government.

SECTION I (CONTINUED)

(k) Deficiency or Delay in Furnishing Government Material:

(1) In the event the government material is not available for delivery to the contractor (as in (d) above), the contracting officer shall, if requested by the contractor, make a determination of the delay occasioned the contractor thereby. If the contractor does not make such request of the contracting officer within 7 days after the 21 days allowed for the Government to make the material available (paragraph (d) above) no equitable adjustment will be made to the delivery or performance dates, or the contract price.

(2) In the event the contractor believes that damaged, defective, or incorrect government material has been furnished, EXCLUSIVE OF THE DEFICIENCIES ALLOWED BY THE ACCEPTABLE QUALITY LIMITS OF THE APPLICABLE FABRIC SPECIFICATION, or in the event of shortages, either within individual pieces or in the entire shipment, narrow widths, or other discrepancies, the contractor shall immediately examine the material in question, thoroughly documenting the type, location and extent of the deficiencies being alleged. For the determination of alleged defective government material for excessive visual defects, the contractor's examination of the government material shall be in strict accordance with the quality assurance provisions for the fabric, including random sampling procedures and, as applicable, FED-STD-4 or MIL-STD-655 and the applicable Sears slub and knot gauges. The contractor shall inspect and use fabric as it is opened and shall not set usable, but higher point count rolls aside for later return as either "excess" or "defective" goods. Over-point count fabric set aside prior to cutting by the contractor shall be returned to the shipment in question prior to random sampling. Upon completion of the examination, the contractor shall immediately provide the QAR and the cognizant DCMAD property administrator with a written notification of the alleged deficiencies, including the findings of its own examination of the material using a cloth perch. As a minimum, the contractor shall provide the following data:

- (i) Type of material
- (ii) Nature of nonconformance (including examination report of alleged defective point count)
- (iii) Number of rolls or pieces in shipment
- (iv) Name of manufacturer of material
- (v) Contract number(s) of material
- (vi) Lot identification of material
- (vii) Total number of yards in shipment
- (viii) Acceptable Quality Limits (Or Acceptable Quality Level (AQL), if applicable)

SECTION I (CONTINUED)

52.245-9P03 (continued)

- (ix) Number of rolls or yardage in sample
- (x) Acceptance number
- (xi) Recommended disposition

The contractor shall promptly provide the QAR access to a cloth perch, which the QAR will use to examine the material in question. The QAR shall verify the damage, defect, shortage, narrow width or discrepancy as documented in the contractor's notification, and will report the findings of the verification to the contracting officer and cognizant DCMAD property administrator. NOTE: THE QAR'S EXAMINATION OF ALLEGEDLY DEFICIENT MATERIAL WILL BE LIMITED TO VERIFYING THOSE DEFICIENCIES SET FORTH IN THE NOTIFICATION AND EXAMINATION REPORT PROVIDED BY THE CONTRACTOR. In the absence of a government QAR, the contractor shall immediately so notify the contracting officer of the damage, defect, shortage, narrow width, or discrepancy. The contractor shall not cut or use such government material, or in the event the damage, defect, shortage, narrow width, or discrepancy is such that it could not reasonably have been discovered until after cutting or further processing, the contractor shall not further process such government material until instructions have been received from the contracting officer. If replacement is to be made, the Government shall effect the replacement at its own expense, including transportation costs. When the return of GFM is authorized, the contractor will ship it in accordance with paragraph (g)(3)(ii) and include a copy of the contractor's notification of deficiencies (including examination report) and the QAR's deficiency verification (DLA Form 506, and DLA Form 499 or 504). If the contractor fails to notify either the cognizant government QAR or the contracting officer within 5 days of discovery of any damage, defect, shortage, narrow width or discrepancy in the government material, no equitable adjustment will be made in the delivery or performance dates or the contract price.

(3) In cases of delay or failure to furnish any of the duly requested government material, or in cases where the Government has furnished damaged, defective, short, narrow width or other discrepancies in the material, the contracting officer, upon written request of the contractor, shall equitably adjust the delivery or performance date, or the contract price or both and any other contractual provisions affected thereby, in accordance with FAR clause 52.243-1, Changes--Fixed-Price. If the contractor does not request such an adjustment within 30 days from the time the contractor either knew or should have known of any such delay or failure to furnish duly requested material, or shortage within the piece,

narrow width or other discrepancy in the government material furnished, no adjustment will be made. Under no circumstances shall the Government include as an element of any adjustment under this clause any amount for loss of prospective profits. Further, the foregoing provisions for adjustment are exclusive, and the Government shall not be liable to suit for breach of contract by reason of any delay or failure to furnish government material to the contractor.

(4) In no event may the contractor assert a defense against an assessment of additional monies due under (e) above, nor shall the contractor claim refund of monies deducted under said paragraph on the ground of shortages, narrow width, or other discrepancies in the government material unless the 5-day and the 30-day notices in paragraphs (k)(2) and (k)(3) above shall first have been given as provided therein.

(5) Cloth containing deficiencies considered acceptable in accordance with applicable specifications shall not be considered defective. Any claim for shortage within the roll shall be adjusted as follows: For shortage on individual pieces only, credit will be taken by the Government for the minus tolerance provided for individual pieces in the "Examination for Length" paragraph of the fabric specification; for the entire shipment, the Government will reduce the total shortage by the total overage on all pieces in the shipment found to be longer than the length specified on the piece ticket. Narrow widths shall be subject to adjustment only where the discrepancy exceeds 1/4 inch. Measurements shall be "overall" or "exclusive of selvage," in accordance with the width provision of the applicable fabric specification.

(1) Protection of Government Material, Title, Access: The contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, protection and preservation of government material, until disposed of by the contractor in accordance with this contract. Property shall be maintained and used only in those plants approved by the contracting officer. The contractor shall arrange and maintain its plant(s) to insure clean and sanitary conditions and insure proper identification and segregation of material for each government contract. Title to the government material shall remain with the Government and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government. The Government shall at all reasonable times have access to the premises wherein any government material is located. Additionally, the following requirements shall be adhered to with respect to broad woven and knitted fabrics. Original piece tickets and wrapping shall remain intact until material is spread for cutting. Material shall be stored dry away from heat and shall not be exposed to weather. Rolls shall not stand on

SECTION I (CONTINUED)

52.245-9P03 (continued)

end at any time, nor be cross stacked and under excessive load. If necessary, rolls shall be placed on side-supported pallets with no more than 4 tiers of rolls per pallet.

(m) Retention of Essential Records: The contractor shall retain the original government piece tickets on the pieces until spread for cutting. The contractor shall also retain in its possession for a period of twelve (12) months subsequent to completion of performance of this contract, all piece tickets removed from government material. The contractor shall assemble all piece tickets from a particular lay in one bundle, and all bundles shall be consecutively numbered so as to indicate the order in which the lays were cut. All piece tickets retained by the contractor shall be returned to the Government upon the Government's request. In addition, the contractor shall retain cutting records and any fallout records for each lay (section) for the above stated 12-month period.

(n) Settlement of Length Discrepancies: The length marked on the piece tickets of cloth made available as government material reflects the measurement metered during preparation for delivery of the cloth, using mechanical measuring devices. An inherent disparity exists between these measurements and cutting table measurements, because the latter are subject to many variables that cannot be controlled. Accordingly, claims for shortages based on cutting table measurements will be considered for allowance only when the shortage on an individual piece exceeds 3-1/2% of the length marked on the piece ticket. All other claims for shortages shall be based on measurements using a mechanical measuring device (calibrated in accordance with the current edition of MIL-STD-45662, Calibration Systems Requirements) activated positively by direct contact, with the fabric in continuous motion. These measurements can be determined by using such devices as true meter, length counter on cloth perch, or similar devices. Length measurements shall be in units of 1/8 yard and multiples thereof.

(o) Final Shipment Notice and Contractor's Representation: Simultaneous with release of the final shipment, the contractor shall provide information copies of the final shipping document to the cognizant DCMAO property administrator and to the Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FODM. After disposition of any excess government material in accordance with instructions contained in paragraph (g)(3) of this clause, but not later than 45 days after completion of contract deliveries, the contractor shall execute the following representation contained on DPSC Form FL 195, Return of Property Representation, and return same to the Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FODM. The

SECTION I (CONTINUED)

representation reads as follows: "It is represented that, with respect to the type(s) of material which the contract provides shall be furnished solely by the Government, all material of said type(s) used in the performance of this contract was furnished by the Government for the performance of this contract; that property furnished by the Government under this contract has been returned to the designated depot(s) or installation(s) and/or disposed of or transferred as authorized by the contracting officer, or its authorized representative, in the form of finished articles, or otherwise; and that this representation is made with full knowledge and understanding of the penalty imposed by Section 1001, Title 18, U.S. Code, for so representing falsely." The cognizant DCMAO property administrator shall monitor the contractor's adherence to the time frames specified for the disposition of excess government material (paragraph (g)(3)) and for the execution of the above referenced representation. In the event the contractor fails to comply with these time frames, the Government reserves the right to initiate the final adjustment to the contractor's government material account based on the data contained in the Government's official property records.

(p) Records of Government Property: Notwithstanding (m) above, the Defense Personnel Support Center will maintain the Government's official government property records for the government material provided.

(q) Discounts: Unless otherwise stipulated by the contractor, prompt payment discounts will be computed on the basis of the balance of the contract price remaining payable after deduction of the administratively determined rate per unit (which is applied to cover the value of the government material furnished) as specified in paragraph (e), above.

(r) Divisions of Shipment:

Divisions of shipment shall be made in accordance with the provisions of FAR clause 52.247-54, Division of Shipment under F.O.B. Destination Contracts. When government material is furnished under this clause and the end item destination and storage location for the government material were originally located in the same geographical area, a freight adjustment shall be made when the diversion precludes the contractor from picking up the Government material by its own or leased trucks upon delivery of end items. The price adjustment for such shipment shall be based on the difference between the transportation costs of end item shipment to the new destination and one-half the transportation costs of the end item shipment to the old destination.

SECTION I (CONTINUED)

52.245-9P04 GOVERNMENT MATERIAL -- PROPERTY
ADMINISTRATION (FIXED-PRICE BAILMENT SYSTEM CONTRACTS)
(JAN 1992) DPSC
(Orders when DPSC clause 52.245-9P03 applies)

(a) The contractor shall be responsible and accountable for all government material provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract, with the following exceptions and amplifications:

(1) As an exception to FAR 45.505(a), and in accordance with FAR 45.105(b)(5), official property records shall be those maintained by the Defense Personnel Support Center.

(2) The requirements of FAR 45.505(c) are hereby made applicable to the contractor's property records in lieu of the official government property records.

(3) For purposes of FAR 45.505(d), 45.505-3(b), and 45.505-3(f) consolidated records are not authorized. The contractor shall maintain separate records for each contract.

(4) The contractor shall be required to retain the documentation specified in paragraph (m) of DPSC clause 52.245-9P03, Provisions Relating to Material to be Furnished by the Government (C&T Bailment System), contained in this contract, in addition to the basic information required by FAR 45.505-1.

(5) The recording of pricing information, as required under FAR 45.505-2, shall be maintained as part of the contractor's property records.

(b) The contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR, with the exception that government property shall be physically segregated from the contractor's own property. Authority for deviation from this requirement under FAR 45.507 is not authorized.

52.246-9P41 ORDERS FOR REPAIR OF MEDICAL EQUIPMENT (JAN 1992) DPSC
(Applicable to orders for repair of medical equipment)

(a) Statement of Work.

The contractor will furnish all facilities, labor, tools, equipment, material, and parts to recondition and rebuild the item(s) to be delivered under this order to the original manufacturer's tolerances, performance, and material specification. Prior to delivery, the contractor will perform such tests necessary to insure compliance with the requirements.

(b) Warranty.

The contractor warrants that the item(s) delivered under this order are free from defective workmanship or material and will rework or replace at its expense any such defect as may be discovered within 1 year after delivery; or ninety 90 days of operation, whichever is sooner.

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

52.252-9P01 LIST OF DOCUMENTS FOR DPSC SMALL PURCHASE
MASTER SOLICITATION (JAN 1992) DPSC
(Applicable to all orders)

The following forms and military standard are incorporated by reference and, when applicable, will be indicated in the individual purchase order:

(a) DPSC Form 4075, Mail and Freight Shipping Information for Receiving Activities, JAN 1992.

(b) DPSC Form 3556, Marking Instructions for Shipping Cases and Palletized/Containerized Loads of Perishable and Nonperishable Subsistence, JUN 82 (Subsistence only).

(c) MIL-STD-964(DM), Manufacture and Packaging of Drugs, Pharmaceuticals and Biological Products, 20 May 1974, and Change #1, 1 Mar 1976 (Medical only).

SECTION M

EVALUATION FACTORS FOR AWARD

52.229-9P02 FEDERAL EXCISE TAX (JAN 1992) DPSC
(Applicable when cited in the individual order)

The price offered must exclude federal excise taxes and Certificate of Export will be furnished by the administrative contracting officer.

52.229-9P03 EXCISE TAX (PROOF OF EXPORT) (JAN 1992) DPSC
(Applicable when indicated in the individual order)

Prices stated herein include all applicable excise tax since proof of export will not be furnished.